From: Raena Morrison
To: Sleeth, Robert
Cc: Gianluca Primavera; Donal Taaffe; MacLeod, Deborah
Subject: Re: CSPUB INV-INC20815 Sierra Maintenance Annual Renewal Year 1 of 3
Date: Monday, February 11, 2019 11:14:34 AM
Attachments: image6e9525.PNG
image4e2a55.PNG
imagedf7f5c.PNG
image76892e.PNG
imagedfd5c3.PNG
CSPUB - PO Terms and Conditions 2019-02-08 III Redlines.doc

Hi Robert,

Thank you for your note. My legal team has reviewed your comments and we understand the limitations you are under due to your state statutes. We have agreed to 3 of the 4 terms. Please see below for an explanation on the one we cannot accept.

1. Indemnification: Limiting the indemnification to judgments ensures that the underlying case/claims were valid. Innovative cannot agree to protect the state from any vexatious litigant that may attempt to bring these claims/legal actions, only against those claims with merit.

2. Termination for Public Interest: **We are willing to accept this term.**

3. Administrative Remedies**: We are willing to accept this term.**

4. Illegal Aliens**: We are willing to accept this term.**

Attached is a revised version of the agreement that corresponds to our positions listed above. Hopefully, it's clear that we are trying to be a good partner and meet you half-way, if not further.

Let us know your thoughts at your earliest convenience.

Best regards,
Raena Morrison
Director of North American Account Management
<!--[if !vml]--><!--[endif]-->
Phone: (512) 750-6695
E-mail: Raena.morrison@iii.com

From: Sleeth, Robert <sleeth_r@cde.state.co.us>
Sent: Thursday, February 7, 2019 3:10 PM
To: Raena Morrison
Cc: Gianluca Primavera; Donal Taaffe; MacLeod, Deborah
Subject: RE: CSPUB INV-INC20815 Sierra Maintenance Annual Renewal Year 1 of 3

Raena,

I have reviewed the proposed changes to the PO T&C that your legal team has provided.

While CDE as a delegated Colorado state agency does have some authority to accept changes to some of these PO T&C there are other PO T&Cs which would require the Colorado state Controller's office to provide a waiver to strike or make any changes. This would require CDE to do a risk analysis and provide the justification and risk analysis for the requested change to the Controller's office. Only once a waiver for a particular change to a PO T&C can CDE move forward.

I have provided comments to the PO T&C where we can agree or not agree and provided some feedback as to why. I have also put in the comments the web site link to the CO Controller's office PO T&C page so you can see which terms we can and cannot make changes.

The Intellectual property term CDE can agree to remove, as well as the warranties term removal.

The termination for public interest PO T&C term is not a termination for convenience. This Term is in place for when or if a policy change is implemented (new law or statute, or Governor issues a proclamation) that would require a PO or contract to be terminated.

It would be helpful if your legal team could provide some explanation behind some of the changes that are being requested. I have put comments where this would be helpful. This explanation behind the requested change would be helpful for CDE doing a risk analysis if a waiver request is needed.

I am available should you feel the need to contact me to discuss any of my comment or any concerns you may have.

Thank you for working with us regarding this,

Robert Sleeth
Purchasing Agent
Accounting/Purchasing

COLORADO
Department of Education

P 303.866.6615
201 East Colfax Avenue, Room 409, Denver, CO 80203
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From: Raena Morrison [mailto:Raena.Morrison@iii.com]
Sent: Wednesday, February 6, 2019 2:43 PM
To: MacLeod, Deborah <MacLeod_D@cde.state.co.us>; Fischman, Sarah <Fischman_S@cde.state.co.us>; Sleeth, Robert <sleeth_r@cde.state.co.us>
Cc: Gianluca Primavera <Gianluca.Primavera@iii.com>; Donal Taaffe <Donal.Taaffe@iii.com>
Subject: Fwd: CSPUB INV-INC20815 Sierra Maintenance Annual Renewal Year 1 of 3

Hi Robert, Sarah, and Debbi,

Our legal team has reviewed the PO terms and conditions. I requested that they be as conservative as possible and, as a result, they only objected to 3 sections: 1) Exchange of IP rights; 2) Imposition of warranties; and 3) Termination for public interest (which is essentially termination for convenience—we do generally allow for termination due to loss of funding). If you are able to agree to the these 3 redlines, we can accept the Purchase Order and get you an invoice this week.

Please review and let me know if you're agreeable to these changes. I will happily put this behind us.

Best regards,
Raena Morrison

From: Sleeth, Robert <sleeth_r@cde.state.co.us>

Sent: Tuesday, February 5, 2019 3:50 PM
To: Raena Morrison <Raena.Morrison@iii.com>
Cc: Gianluca Primavera <Gianluca.Primavera@iii.com>; Donal Taaffe <Donal.Taaffe@iii.com>; MacLeod, Deborah <MacLeod_D@cde.state.co.us>
Subject: RE: CSPUB INV-INC20815 Sierra Maintenance Annual Renewal Year 1 of 3

Raena,

Please find attached the state of Colorado PO Terms & Conditions (PO T&Cs) in MS Word format. These PO T&Cs are issued by the Colorado state Controller's Office and we have limitations on changes and voiding a term in this PO T&Cs due to Colorado Laws.

CDE does understand why Innovative would not agree to the Intellectual Property Term. CDE may be able to void (blackout) this terms so it will not apply. CDE could justify this because CDE is not purchasing the creation of software for the state

owning the software code but rather purchasing a software license product that we would not own (similarly to MS Windows, MS Word etc).

Please have your General Counsel make any changes they feel necessary to these PO T&Cs and we can see if we can negotiation regarding these T&Cs that will be acceptable by Innovative and the state.

If we can setup a meeting to discuss this matter with the general counsel we would be happy to do that.

Thank you and I look forward to hearing back from you , and sincerely hope we can work something out regarding this matter,

Robert Sleeth
Purchasing Agent
Accounting/Purchasing